

YEAR 2008 SEED CONTRACT

MAINE SEED POTATO BOARD

SEED PURCHASE CONTRACT AGREEMENT

1. Seller agrees to plant sufficient pre-nuclear and seed stocks to produce the quantities, varieties and generations of seed potatoes from the attached list and make the same available to Buyer.
2. Buyer agrees to accept delivery of the seed stocks requested at Seller's farm in Masardis, Maine on or before Tuesday, May 6, 2008. **If buyer accepts delivery of the seed stocks listed above after May 6, 2008, buyer agrees to pay a \$2.00 per cwt storage premium for each week, or portion of a week, that delivery is accepted after May 6, 2008.**
3. If the total quantity of seed of any variety and generation designation produced by Seller and available for delivery is less than the total quantity of that variety and generation designation to be delivered under this and similar preseason contracts, then Seller will prorate the available seed between Buyer and the other contract purchasers.
4. If the Seller produces and has available for delivery an amount of any variety and generation designation in excess of the total quantity to be delivered under this and similar preseason contracts, then Buyer agrees to purchase a prorated share of this excess amount not to exceed 10% of the amount of the variety and generation designation Buyer has otherwise agreed to purchase under this contract. Buyer shall have no obligation to purchase any portion of any excess amount if the surplus is due to factors other than favorable growing conditions. If Seller is unable to deliver all or any part of the seed stock to be delivered under this agreement, then Buyer's sole remedy shall be for return of the deposit under this contract.
5. Price. The total purchase price per cwt of the seed stocks identified above is determined by the Maine Seed Potato Board as follows:
 - For Nuclear 1 (N-1) seed - \$70/cwt
 - For Nuclear 2 (N-2) seed – with varieties having total request as follows and if the Board is able to produce over 100 cwt, the price per cwt is:
 - a. Total requests of 100 cwt plus = Bulk \$26, Tote \$27, Bag \$28
 - b. Total requests of 50 cwt to 99 cwt = Bulk \$38, Tote \$39, Bag \$40
 - c. Total requests of 1 cwt to 49 cwt = Bulk \$55, Tote \$56, Bag \$57
 - For Nuclear 3 (N-3) seed – Bulk \$14, Tote \$15, Bag \$16
 - For pick out grade, the price is 50% less than the US#1 price.

6. Payment. At the time of signing of this agreement, Buyer will submit to Seller a deposit for seed requested as follows:

1. **Nuclear 1 or Nuclear 2** – Six dollars (\$6.00) per Hundredweight
2. **Nuclear 3** – Three dollars and fifty cents (\$3.50) per Hundredweight
3. **Minitubers** – Six dollars (\$6.00) per pound
4. **Plantlets** – Six dollars (\$6.00) per One Hundred (100) plantlets

Which deposit is non-refundable, except for the reasons specifically enumerated above, and which deposit will be credited toward payment of the purchase price of seed delivered.

Payment of the purchase price in full, or arrangement for payment of the purchase price in full which is satisfactory to the Seller, will be made by Buyer at the time of delivery. Buyer agrees that Seller may add interest charges of one percent (1%) per month on any balance(s) of the purchase price which remain unpaid more than thirty (30) days after delivery.

7. Warranties. NO WARRANTIES ARE HEREBY MADE, either expressed or implied, including the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, as to the quality of the seed or as to the quality of the crop produced from the seed potatoes sold hereunder except that the potatoes, prior to delivery, were duly examined and tested by qualified personnel employed by the State of Maine and, on the basis thereof, were determined to be of foundation quality in accordance with the Rules Governing the Certification of Seed Potatoes in the State of Maine.

SELLER

WITNESS:

THE MAINE SEED POTATO BOARD

BY: _____ Date _____

Vikram Bisht, Program Director

BUYER:

WITNESS:

Grower # _____

_____ Date _____